

1 Kendra Lawson  
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3 Longview, TX 75602  
4 Telephone: 215-696-5577  
5 Kendral266@gmail.com  
6 Plaintiff, in Proper Person  
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Kendra Lawson,

Plaintiff,

Vs.

R3 Education Inc, The Medical University  
of the Americas, Dr. Ralph Crum,; DOES I through X,  
inclusive, and ROE Business Entities I through X inclusive,

Defendants,

Case No. J:DOCU 393  
Dept No. JR61RSP

27  
28 **COMPLAINT**

29 Plaintiff, KENDRA LAWSON, in proper person complains against Defendants, R3 EDUCATION INC,  
30 THE MEDICAL UNIVERSITY OF THE AMERICAS and DR. RALPH CRUM, as follows: defendants wrongfully  
31 dismissed the plaintiff from Medical school with no probable cause or facts.

32 **I. PARTIES**

33 1. Plaintiff, Kendra Lawson, (hereinafter "plaintiff") is an individual who was formerly a student at  
34 the Medical University of the Americas from January 2019-January 2020.  
35 2. Defendant, R3 Education Inc, (hereinafter "R3 Education") is a corporation organized and  
36 existing by virtue of the laws of the State of Massachusetts, and may be served with process by  
37 service upon its registered agent, Steven Rodger, 27 Jackson Rd, Suite 300. Devens, MA 01434.

3. Defendant, The Medical University of the Americas, (hereinafter "MUA") is an institution owed under the corporation of R3 Education.

4. Defendant, Dr. Ralph Crum, (hereinafter "defendant Crum") is currently and was at all relevant times herein, an employee of MUA and therefore R3 Education.

5. All acts and/or failures to act alleged herein were duly performed by and/or are attributable to defendants, individually or acting by and through their agents and employees. Said acts and/or failures to act were within the scope of any agency or employment or were ratified by defendants.

6. The names and capacities, whether individual, corporate, institution, associate or otherwise, of defendants and/or their alter egos sued herein as DOES I through X and ROE Business Entities I through X, inclusive, are presently unknown, and plaintiff will amend this complaint to insert name(s) when ascertained.

## II. Facts

7. Plaintiff is a former student of the Medical University of the Americas.

8. Defendant is the Associate Dean of Basic Sciences office located at The Medical University of the Americas Potworks Estate P.O Box 701 Charlestown, Nevis, West Indies.

9. On Tuesday December 10, 2019 plaintiff was sent an email by defendant Crum's administrative assistant Andrew Cumberbatch stating that the dean wanted to meet with the plaintiff.

10. Plaintiff and defendant Crum met December 10, 2019. At that meeting Defendant Crum stated that plaintiff had broken the student code of conduct by writing a Google Review about a restaurant.

11. At that December 10, 2019 meeting defendant Crum accused plaintiff of stealing from said restaurant without proof or factual evidence. Defendant Crum threatened plaintiff with dismissal and promised to hold a proper disciplinary meeting on a later date.

6       14. Plaintiff also replied directly to defendant Crum with a follow up email and also informed the  
7           defendant that the plaintiff would not be able to make it to the meeting due to a schedule  
8           conflict.

9 15. Defendant Crum responded stating that there would not be another meeting.

15        18. On January 6, 2020 plaintiff was sent an email from defendant Crum's Administrative Assistant  
16           Tara Jones stating that the defendant would like to meet with the plaintiff January 7<sup>th</sup>, 2020 at  
17           9am.

22        20. Following that meeting on January 7<sup>th</sup>, 2020 Dean of Students and professor of Medical  
23           Psychology met with plaintiff and stated that defendant Crum had acted out of extreme racism.

1        21. Plaintiff was not the only student being interrogative by the defendant on said accusations but  
2                  was the only student of color and of black/ African American decent to be dismissed from MUA.

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### **III. Claims for Relief**

#### A. Breach of Contract

12 So.

13 25. Defendants breached the contract as set forth above.

14        26. As a result of Defendants' breach, plaintiff sustained damages in an amount in excess  
15        \$15,000.00, which will be proven at trial.

### **B. Negligence**

17        27. Defendants have a duty to maintain and ensure the rights and protection of all students and to  
18                  operate justly and professionally.

19 28. Defendants breached their duties as set forth above.

22       30. As a result of defendants' negligence Plaintiff's emotional and financial damages are in excess of  
23       \$15,000.00, which will be proven at trial.

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### **III. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for the following relief:

11 I declare under penalty of perjury under the law of the state of Texas that the foregoing is true  
12 and correct.

Dated this 8<sup>th</sup> day of December 2020

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